

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE, TENNESSEE

**MOTION HEARING**  
**BEFORE THE HONORABLE KATHERINE A. CRYTZER**

**February 15, 2023**  
**10:05 a.m.**

## APPEARANCES:

ON BEHALF OF THE PLAINTIFFS:

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1      APPEARANCES (Cont.)

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1      complicated, because if the parties enter the kind of instrument  
2      you're talking about, it would -- I don't think there would be a  
3      court order necessary. The parties would agree to that  
4      settlement, and this it would -- in most cases, I think you  
5      could work it so there's a court order, but in most cases that  
6      settlement would result in an agreement for joint dismissal of  
7      this action, and it would depend, the enforceability of the  
8      settlement against the state would depend on the terms of the  
9      settlement agreement.

10           So if the settlement agreement provided, you know, the  
11      parties understand that in ten third-party beneficiaries of this  
12      agreement are all 18 to 20-year-olds, you know, certain  
13      language, Your Honor, that would encapsulate the kind of  
14      individual you're talking about, then I think as a question of  
15      contract law and third-party beneficiary status, that person  
16      could with the right language bring that into a court and move  
17      to enforce it against the state; but I think it would all depend  
18      on the language of the settlement agreement, because that would  
19      be outside of the court's order and interpreted on its own  
20      terms.

21           THE COURT: And Mr. Atyia, there's a separate way for  
22      the Court to enter an order agreeing to enforce the parties'  
23      settlement agreement but also to retain jurisdiction that would  
24      take a slightly different form than what the parties have asked  
25      the Court to enter here, but it would avoid the issue that's